

Docket: : A-15-03-005
Exhibit Number : _____
Commissioner : C. Sandoval
Admin. Law Judge : K. Bemesderfer
ORA Project Mgr. : Ana Maria Johnson
ORA Witness : Enrique Gallardo



Office of Ratepayer Advocates
California Public Utilities Commission

**Office of Ratepayer Advocates Testimony and
Recommendations Regarding Impacts on
Employees, Management, the 911 System and
Backup Power**

Public Version

San Francisco, California
July 28, 2015

MEMORANDUM

This report was prepared by Enrique Gallardo of the Communications & Water Policy Branch of the Office of Ratepayer Advocated (ORA) under the general supervision of Program & Project Supervisor, Ana Maria Johnson. ORA is represented in this proceeding by legal counsel, Lindsay Brown.

A statement of qualifications of Enrique Gallardo is presented in Attachment xx to this testimony.

This testimony is comprised of the following chapters.

Chapter Number	Description
1	IMPACT ON EMPLOYEES – examines the impact of the proposed transaction on employees and provides recommendations.
2	IMPACT ON MANAGEMENT – examines the impact of the proposed transaction on management of the proposed company and provides recommendations.
3	3.IMPACT ON 911 SERVICE AND BATTERY BACKUP FOR VOIP SERVICE – examines the impact of the proposed transaction on 911 service and battery backup for VoIP service and provides recommendations.

In preparing this testimony, ORA prioritized its analysis and recommendations given the expedited schedule of the proceeding. The absence from this report of analysis or recommendations on any particular item contained within the Application, the proceeding's Scoping Memo, and/or data request responses, may be addressed during Joint Supplemental Testimony currently scheduled for September 1, 2015 and reply testimony on September 8, 2015.

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Attachments

Attachment A – Statement of Qualifications of Enrique Gallardo

1 **EXECUTIVE SUMMARY**

2 The following testimony presents ORA’s findings and recommendations
3 regarding a number of issues regarding the proposed acquisition by Frontier
4 Communications Corporation (“Frontier”) of assets held by Verizon California
5 and Verizon Long Distance LLC (“Verizon”).

6 **Organization of Report**

7 Chapter 1 of the report discusses the impact of the proposed transaction on
8 employees. Chapter 2 of the report discusses the impact of the proposed
9 transaction on the management of the proposed new company. Chapter 3 of the
10 report discusses the impact of the proposed transaction on the 911 system and on
11 backup power for Voice over Internet Protocol (VoIP) service.

12 **Recommendations**

13 ORA recommends a number of conditions that should be required if the
14 Commission approves the transaction.

15 In regards to the transaction’s impact on employees, ORA examined the
16 customer to employee ratios of Verizon and Frontier and notes that Verizon has
17 historically had a relatively smaller workforce per customer than Frontier. If the
18 Commission approves the transaction, Frontier should be required to report on any
19 layoffs or facility closings resulting from the transaction for three years after
20 closing of the transaction. Regarding the transaction’s impact on employees, the
21 commitments that Frontier makes in regards to maintaining the salary and benefits
22 of employees should be adopted as conditions.

23 In regards to the transaction’s impact on management, ORA examined the
24 parties’ plans to transfer operations from one company to another. ORA notes that
25 Frontier currently has a small presence in California and is expanding
26 significantly, including acquiring a vast network of VoIP services. As a condition
27 of the transaction, Frontier should report, on an annual basis for three years post
28 transaction, the placement of local general managers and the locations they serve.

1 The Commission should require, as a condition of the transaction, that Frontier use
2 a customer satisfaction survey be utilized to measure the effectiveness of
3 Frontier’s management of the proposed new territory, including the management
4 of VoIP services.

5 In regards to the impact of the transaction on public safety, ORA examined
6 concerns about the current state of Verizon’s 911 system and the transfer to
7 Frontier’s operations. If the Commission approves the transaction, it should
8 require conditions to promote the proper functioning of the 911 system, including
9 testing the functionality of the Automatic Number Identification and Automatic
10 Location Identification systems. ORA also examined the parties’ practices and
11 policies regarding the provision of backup power for VoIP services. ORA notes
12 that Verizon does not currently provide a backup power system at no additional
13 cost to VoIP customers at installation. Frontier should be required to provide a
14 battery to supply backup power at the initiation of all VoIP service for no cost to
15 customers. Frontier should also comply with Commission requirements regarding
16 the education of VoIP customers regarding backup power for VoIP service. The
17 educational material should be made available in a variety of languages and in
18 versions accessible for customers with disabilities. The Commission should
19 require Frontier to use a customer satisfaction survey and provide the Commission
20 with the complete results of the survey, including copies of all of the survey
21 questions and responses, in order to understand the issue of backup power for
22 VoIP services.

23

1 **1. IMPACT ON EMPLOYEES**

2 **INTRODUCTION**

3 This chapter presents ORA’s findings and recommendations regarding the
4 impact of the proposed transaction on employees of the transacted entity.
5 California Public Utilities Code § 854(c)(4) requires, before approving a
6 transaction involving California revenues exceeding \$500 million, that the
7 Commission ensure that the transaction is “fair and reasonable to affected public
8 utility employees, including both union and nonunion employees.” Similarly, the
9 Amended Scoping Ruling included the following question in the factors that the
10 Commission would consider in deciding whether the proposed transaction is in the
11 public interest:

12 13. What are the employment implications of the transaction for Verizon
13 employees, Frontier employees, and the Communication Workers of
14 America (CWA)?¹
15

16 In examining the impacts of the proceeding on employees, the factors that
17 ORA considered included: (1) reductions in the workforce of the resulting
18 companies and (2) changes in the salary and benefits for employees.

19 A. **Impacts on Workforce Size**

20 Regarding its expected workforce levels post-transaction, Frontier states
21 that it “expects to maintain, or expand, the number of employees in California”²
22 In response to a data request requesting documents regarding Frontier’s plans for
23 increasing, decreasing or maintaining the number of people employed in
24 California relating to the Verizon California service territory, Frontier restates
25 generally that it “intends to utilize the existing workforce that will transfer over

¹ See Assigned Commissioner’s Amended Scoping Ruling, issued on July 2, 2015 at p. 6.

² See Prepared Direct Testimony of Melinda White, Area President of West Region, on behalf of Frontier Communications Corporation (“White Testimony”), served May 11, 2015 at p. 24.

1 with this acquisition,” but does not provide any documentation of any plans
2 regarding the size of its workforce.³

3 Additionally, ORA asked if Frontier had any plans to eliminate customer
4 service centers in California, or to reduce the staffing at these centers post-
5 transaction. ORA also asked to identify any customer service centers that Frontier
6 planned to eliminate or to reduce in staff. Frontier responded that it has no plans
7 to eliminate or reduce staffing at the Verizon California service centers in
8 California and intends to integrate Verizon California’s existing California
9 customer call and services centers into Frontier’s operations.⁴ However, it should
10 be noted that when ORA asked Verizon to identify its customer service centers in
11 California, Verizon identified <<BEGIN CONFIDENTIAL>> [REDACTED] <<END
12 CONFIDENTIAL>> locations for the year 2014.⁵ In response to ORA’s data
13 request about the elimination of customer service centers, although Frontier did
14 not identify any customer service centers that it planned to eliminate, Frontier’s
15 response only discussed its plan to integrate 6 customer service centers.⁶ In a
16 follow up to this data request, Frontier clarified that<<BEGIN
17 CONFIDENTIAL>> [REDACTED]
[REDACTED]
19 <<END CONFIDENTIAL>>⁷

20 Frontier should explain its intentions to continue operating into the future
21 all of the customer service centers that transfer from Verizon regarding all of
22 Verizon’s current customer service centers. In addition, Frontier should clarify

³ See Frontier Response to CWA 2nd DR, No. Q. 2-33, included in Exhibit C.

⁴ See Frontier Response to ORA 4th DR, No. Q.4-4, included in Exhibit C.

⁵ See Verizon Response to ORA 2nd DR, No. Q.2- 17, and confidential attachment
ORA_VZ2.17_Attachment 1_A1503005VZ20086_CONFIDENTIAL, included in Exhibit C.

⁶ See Frontier Response to ORA 4th DR, No. 4-4, included in Exhibit C.

⁷ See Frontier Response to ORA Meet and Confer Letter Dated June 19, 2015, Meet and Confer
Request 2, and confidential attachment ORA Meet and Confer, 6.19.15 - Transferring Call
Centers Vz Integration, Confidential, included in Exhibit C.

1 that the non-transfer or any of Verizon’s customer service centers will not result in
2 the loss of workforce.

3 Frontier notes that it generally has more employees per customer as
4 compared to the Verizon territories that are part of the transaction. The ratio of
5 voice connections to employees across Frontier’s current nationwide footprint is
6 223:1, while for the three-state Verizon acquisition, the ratio is 337:1.⁸ If we
7 include broadband and video connections as well, the ratio of all wireline
8 connections to employees is 394:1 for Frontier currently nationwide, while for the
9 three-state Verizon territory, the current ratio is 644:1⁹.

10 Frontier states that its smaller ratio of customers to employees is an
11 example of Frontier’s “customer-service-oriented approach – with more
12 employees providing service rather than fewer – which Frontier believes benefits
13 the consumer.”¹⁰ Frontier further states that “[t]he data cited show that Frontier is
14 focused on service to its customer base and maintaining the workforce necessary
15 to provide superior customer service.”¹¹

16 Frontier estimated that post-transaction, its national footprint would include
17 approximately 7,584,000 voice connections, 4,560,000 broadband connections and
18 28,400 employees.¹² Thus, post-transaction, the ratio of voice customers to
19 employees nationwide for Frontier would be 267:1, while the ratio of all customer
20 connections (voice, broadband and video) would be 491:1. In order to maintain

⁸ See White Testimony at p. 28; see also Frontier Investor Presentation, “Frontier Communications to Acquire Verizon’s Wireline Operation in California, Florida and Texas,” at slide 8, February 5, 2015, available at: <<http://investor.frontier.com/events.cfm>> (“Frontier Investor Presentation”). Total voice connections include VoIP, but do not include broadband or video connections.

⁹ See Frontier Investor Presentation at Slide 8.

¹⁰ White Testimony at p. 28.

¹¹ White Testimony at p. 28.

¹² See Frontier Investor Presentation. Please note that these figures are estimates only, as the total number of employees to be transferred is not yet finalized, and the total number of voice connections and customer connections can change monthly.

1 Frontier's customer-oriented approach and lower ratio of customers to employees,
2 Frontier should at the least maintain, if not increase, its workforce post-
3 transaction. This is especially true as Frontier will be acquiring Verizon
4 companies that have historically had fewer employees per customer compared to
5 Frontier.

6 B. **Verizon California Has a Comparably Smaller**
7 **Workforce per Customer.**

8 In order to understand the level of Verizon California's workforce, ORA
9 asked for data regarding the size of its workforce in California. Verizon

10 California's workforce has <<BEGIN CONFIDENTIAL>> [REDACTED]

[REDACTED] <<END CONFIDENTIAL>> From 2010 to 2014, Verizon's

12 year end employees count <<BEGIN CONFIDENTIAL>> [REDACTED]

[REDACTED] <<END CONFIDENTIAL>>¹³

14 During this time (2010 to 2014), Verizon California's average monthly voice

15 connections <<BEGIN CONFIDENTIAL>> [REDACTED]

[REDACTED] <<END CONFIDENTIAL>>¹⁴ If we

17 include other customer connections, including Broadband (but not video

18 connections), from 2010 to 2014 Verizon California's average monthly customer

19 connections <<BEGIN CONFIDENTIAL>> [REDACTED]

[REDACTED] ¹⁵ [REDACTED]

[REDACTED]

[REDACTED] <<END CONFIDENTIAL>>

¹³ This information provided in Verizon Response to ORA 2nd DR, No. Q.2-18, and confidential attachment ORA_VZ2.18_Attachment 1_A1503050VZ20087_CONFIDENTIAL, included in Exhibit C.

¹⁴ This information provided in Verizon Response to ORA 2nd DR, No. Q.2-16, and confidential attachment ORA_VZ1.16_Attachment 1_A1503005VZ_20085_CONFIDENTIAL, included in Exhibit C. Voice connections include VoIP, Voicelink and traditional residential wireline connections.

¹⁵ See *id.*

1 Frontier reports that the transaction will lead to \$700 million in annual
2 corporate cost savings by the third year post-transaction.¹⁶ As Frontier states:

3 These cost reductions will be achieved through elimination of allocated
4 costs and consolidation of various administrative and procurement
5 functions, network monitoring and information support systems, and
6 financial, regulatory, and accounting processes. Frontier also expects to
7 derive efficiencies from reductions in corporate overhead, increased
8 purchasing power, and economies of scale.¹⁷

9
10 ORA has not been able to determine, based on the data Frontier provided, if
11 these cost savings would lead to the elimination of workforce in California.
12 However, the three year period that Frontier identifies in which to implement
13 transaction related cost savings may be relevant as a time period in which to
14 monitor for workforce reductions.

15 C. **Impacts on Employees' Salaries and Benefits.**

16 Frontier makes a number of commitments regarding the salaries and
17 benefits of employees post transaction:

18 Frontier will honor all existing collective bargaining agreements applicable
19 to Verizon California employees who are represented by unions. For
20 management and hourly employees who are not represented by unions,
21 Frontier has agreed, for no less than one year following the closing, to
22 maintain at least the same rate of base salary, as well as annual bonus
23 opportunities at the current targeted level. In addition, Frontier has agreed
24 to provide management and hourly non-union employees, for at least one
25 year following the closing, with benefits that are substantially comparable
26 in the aggregate to: (1) the benefits that were being provided by Verizon to
27 such employees prior to closing; or (2) to the benefits Frontier provides to
28 its similarly-situated employees.

29
30 Moreover, all employees who transfer to Frontier will receive credit from
31 Frontier for their time of service with Verizon and Frontier will credit each
32 employee with accrued but unused vacation time and other time-off
33 benefits at the same level earned at Verizon California at the time of the

¹⁶ See Application at pp. 27-28; see also Frontier Investor Presentation at Slide 5.

¹⁷ Application at p. 15.

1 closing. For all employees with Verizon pensions who continue
2 employment with Frontier after the closing, pension benefits will be
3 transferred from the applicable Verizon pension plans (designated in the
4 parties' agreement) to new plans at Frontier that are identical in all material
5 aspects to the corresponding Verizon plans.¹⁸
6

7 The commitments above are described in more detail in the Employee
8 Matters Agreement.¹⁹ The above commitments made by Frontier regarding salary
9 and benefits cover the time period of one year after the transaction, aside from
10 honoring collective bargaining agreements, which may cover longer time periods.
11 In regards to after the period of one year, Frontier states that it does not have any
12 specific plans to change the amount of salary and benefits of employees.²⁰

13 **D. Suggested Transaction Conditions.**

14 In order to ensure that the impact of the proposed transaction on employees
15 is fair and reasonable, the commitments that Frontier makes regarding the
16 compensation of its employees – listed above and in the Employee Matters
17 Agreement – should be adopted as formal conditions. Essentially, Frontier
18 commits that employees will be held harmless, in terms of compensation, from the
19 transaction. Adoption of the commitments as conditions will provide a greater
20 measure of security for California employees.

21 Frontier's business model, with a relatively high number of employees per
22 customer, discussed above, is admirable. However, Frontier is acquiring a large
23 company in California with fewer employees per customer. Frontier should, at a
24 minimum, maintain the current level of the workforce, if not increase the
25 workforce post-transaction, in keeping with Frontier's business model.

¹⁸ See Joint Application for Approval of Transfer of Control over Verizon California Inc. and Related Approval of Transfer of Assets and Certifications ("Application"), filed March 18, 2015, at pp. 33-34.

¹⁹ See Employee Matters Agreement, Exhibit B to Securities Purchase Agreement, Articles IV – X.

²⁰ See Frontier Response to ORA 4th DR, No. Q.4-5 & 4-6, included in Exhibit C.

1 Frontier makes no formal commitments regarding maintaining the size of
2 the California workforce post-transaction, stating generally its plans to maintain or
3 increase workforce levels. The Commission should monitor the employee levels
4 of the post-transaction company by requiring a report on layoffs and facility
5 closings as a condition for approval of the transaction.²¹ The recommended
6 condition, modeled after a condition imposed by the Arizona Corporation
7 Commission, is as follows:

8 If Frontier chooses to conduct layoffs or facility closings in California that
9 are attributable to the proposed transfer, it shall file a report, within one
10 month of the effective date of the layoffs or closings, with the Commission,
11 stating why it was necessary to do so and what efforts Frontier made or is
12 making to re-deploy those individuals elsewhere within Frontier. This
13 report shall also state whether any savings associated with facility closings
14 have been re-invested in Frontier's California operations, and, if not, why
15 not. This report shall be filed for three years following close of the
16 proposed transfer.²²

²¹ The Arizona Corporations Commission applied such a condition on Frontier's acquisition of wireline facilities in Arizona in 2010. *See Arizona Corporation Commission, Decision No. 71486, ¶¶ 117(l)(m), docketed Feb. 23, 2010, available at <images.edocket.azcc.gov/docketpdf/0000107879.pdf>*

²² The condition imposed by the Arizona Corporations Commission required the report within two months of the layoffs or facility closing. Such a report should be able to be compiled within one month. The Arizona Corporations Commission only imposed this reporting condition for one year after closing. However, Frontier has reported that consolidation of operations that could lead to cost savings (and – potentially – a reduction in workforce) will occur for three years after closing. Thus, the three year reporting period is more appropriate.

1 **2. IMPACT ON MANAGEMENT**

2 **INTRODUCTION**

3 This chapter presents ORA’s findings and recommendations regarding the
4 impact of the proposed transaction on the management of the transacted entity.
5 California Public Utilities Code § 854(c)(3) requires, before approving a
6 transaction involving California revenues exceeding \$500 million, that the
7 Commission find that the transaction is will “[m]aintain or improve the quality of
8 management of the resulting public utility doing business in the state.”

9 Frontier proposes a transaction that will cause it to grow rapidly. Frontier
10 aims to increase its nationwide voice connections by 96% and its total customer
11 connections (including voice, broadband and video) by 103%.²³ Frontier’s current
12 operations in California are very small in comparison to Verizon California.
13 Frontier’s rapid growth raises concerns regarding Frontier’s management of
14 California operations. ORA examined Frontier’s plans for transitioning Verizon’s
15 management to Frontier in California, to determine if there are concerns of
16 Frontier not meeting the standard of California Public Utilities Code § 854(c)(3).

17 A. **Frontier’s Commitments Regarding**
18 **Management**

19 Frontier makes a number of commitments regarding the management of
20 the company in California post-transaction. The President for the West Region of
21 Frontier intends to relocate to Frontier’s new state headquarters to Thousand Oaks,
22 California.²⁴ Frontier is evaluating the possibility of having two state leaders: one
23 in northern California, and the other in southern California. As part of its “local
24 engagement model” of management, Frontier states that it is evaluating the market
25 areas in the Verizon’s territory to determine and identify a number of local general

²³ See Frontier Investor Presentation at Slide 11.

²⁴ See White Testimony at p. 19.

1 managers in California and expects to make a determination of the number and
2 general location of these general managers later this year. Frontier states that it
3 will then begin evaluating potential candidates for general manager positions
4 around the State prior to closing, and will consider existing Frontier and Verizon
5 employees and other community-based leaders to become Frontier’s general
6 managers in California after the close of the transaction.²⁵

7 Additionally, Frontier will need to replace management functions over
8 Verizon California’s operations that will not be acquired in the transaction.
9 Frontier and Verizon are integrating their two systems of operations, a process
10 described as the “Cutover”. As stated by a Verizon executive:

11 the transition process for this transaction is primarily a matter of
12 transferring customer and business data to Frontier in a format that Frontier
13 can convert and load into its own systems. After this loading is complete,
14 Frontier will use its systems to perform the necessary work. This process is
15 known as a “cutover” and is the subject of a Cutover Plan Support
16 Agreement (“Cutover Agreement”).²⁶

17
18 As part of the Cutover Agreement, a number of Verizon employees have been
19 identified to perform the work described above.

20 Of the <<BEGIN CONFIDENTIAL>> [REDACTED] <<END
21 CONFIDENTIAL>> Verizon employees identified as playing a role in the
22 Cutover Agreement involving the three state transaction, only <<BEGIN
23 CONFIDENTIAL>> [REDACTED] <<END CONFIDENTIAL>> are found on the current
24 list of employees to be transferred as part of the transaction, and only <<BEGIN
25 CONFIDENTIAL>> [REDACTED] <<END CONFIDENTIAL>> of these would be part of
26 the California operations.

27 Frontier notes that all of the employees of Verizon California that are
28 responsible for day-to-day operations of the business will transfer and become

²⁵ See White Testimony at pp. 19-20.

²⁶ See Testimony of James M. Brophy at p. 2.

1 employees of Frontier at closing of the transaction. Frontier notes that many of
2 the Verizon employees identified in the Cutover Agreement are “corporate”
3 employees that provide corporate support to Verizon’s incumbent local exchange
4 carrier (“ILEC”) operations across the country, and thus would not be a part of the
5 transfer of the ILEC. Frontier states that it already has its own corporate
6 operational teams in place to take over this corporate support role, so that the
7 employees identified in the Cutover Agreement are not necessarily needed to
8 maintain day-to-day operations by Frontier and will not transfer to Frontier.²⁷

9 In response to a data request, Frontier identified the Frontier employees that
10 correspond to the each of the sub-departments identified in the Cutover
11 Agreement. While <<BEGIN CONFIDENTIAL>> [REDACTED] <<END
12 CONFIDENTIAL>> Verizon employees were identified as playing a role in the
13 Cutover Agreement, Frontier identified <<BEGIN CONFIDENTIAL>> [REDACTED]
14 <<END CONFIDENTIAL>> Frontier employees as corresponding to the sub-
15 department or tasks in the Cutover Agreement.²⁸ This may exhibit a concern
16 about the sufficiency of the management of the transferred company.

17 **B. Frontier’s Acquisition of VoIP Operations**

18 In acquiring Verizon California, Frontier would gain a large number of
19 VoIP connections in California. At the end of 2014, Verizon had <<BEGIN
20 CONFIDENTIAL>> [REDACTED] <<END CONFIDENTIAL>> VoIP customers.²⁹
21 This may be a concern given that Frontier has very little experience in providing
22 VoIP service in California and it does not have extensive VoIP connections
23 nationwide, as much of its business has focused on providing traditional wireline

²⁷ See Frontier Response to ORA 6th DR, No. Q. 6-1, included in Exhibit C.

²⁸ See Frontier Response to ORA 6th DR, No. Q. 6-2, and confidential attachment ORA Set 6, Q. 2 - Frontier Team, Cutover, Confidential.pdf, included in Exhibit C.

²⁹ This information provided in Verizon Response to ORA 2nd DR, No. Q. 2-16, and confidential attachment ORA_VZ1.16_Attachment 1_A1503005VZ_20085_CONFIDENTIAL.xlsx, included in Exhibit C.

1 services. Frontier will go from a having to manage a very limited number of VoIP
2 connections in California to having to manage an extensive network of VoIP
3 customers overnight.

4 The difference in management experience over VoIP may be reflected in
5 the number of positions involving the provision of VoIP service. Whereas
6 Verizon identified <<BEGIN CONFIDENTIAL>> █████ <<END
7 CONFIDENTIAL>> employees in the Cutover Agreement assigned to sub-
8 departments that had VoIP in the title, Frontier only identified <<BEGIN
9 CONFIDENTIAL>> █████ <<END CONFIDENTIAL>> employees with the
10 equivalent function. Should the transaction be approved, the Commission should
11 develop a means of monitoring and measuring Frontier’s management of the
12 extensive VoIP network. This will be discussed below.

13 C. Suggested Conditions

14 Any transaction involving different companies will necessarily require
15 some reconfiguration of management. This transaction involves the acquisition of
16 Verizon’s vast service territory in California by Frontier, a company that does not
17 have a large presence in California. Moreover, Frontier with no residential VoIP
18 service in California and limited VoIP service nationwide, would be acquiring
19 Verizon’s vast network of VoIP connections in California.

20 Frontier’s description of its local engagement model and how it would
21 institute it in California may be indicative of good management practices. Local
22 general managers located throughout California could lead to a better managed
23 company. Local general managers could help address local issues of service
24 quality and public safety. The Commission should have an interest in the
25 implementation of Frontier’s commitment to a local engagement model. ORA
26 recommends the following condition:

27
28

1 Frontier will report to the Commission regarding its hiring of local general
2 managers. Frontier will report, on an annual basis for three years post-
3 transaction, the placement of local general managers and the locations they
4 serve.

5
6 Monitoring of the performance of Frontier's management post-transaction
7 may be achieved by the customer satisfaction survey proposed in the Testimony of
8 Ayat Osman. The proposed customer satisfaction survey, conducted by an
9 independent company, would measure customers' satisfaction in a number of
10 areas. Customer satisfaction should reflect on good management practices.

11 A specific concern is Frontier's acquisition of an extensive VoIP system.
12 The Commission should specifically monitor Frontier's management of the VoIP
13 operations through the customer satisfaction survey. Thus, customer satisfaction
14 with VoIP services should be a part of the survey: The customer satisfaction
15 survey discussed in ORA's testimony will include a survey of the customer
16 satisfaction of VoIP customers.

1 **3. IMPACT ON 911 SERVICE AND BATTERY BACKUP FOR VOIP**
2 **SERVICE**

3 **INTRODUCTION**

4 This chapter presents ORA’s findings and recommendations regarding the impact
5 of the proposed transaction on 911 service and regarding the utilities’ provision of a
6 battery backup for VoIP service. Both 911 service and the provision of battery backup
7 for VoIP service have implications for public safety. The Amended Scoping Ruling
8 included in the factors that the Commission would consider in deciding whether to
9 approve the transaction the following question:

10 8. What are the service quality and 911 implications of the transaction for
11 Frontier’s existing and its newly acquired customers?
12

13 ORA examined the policies and practices of Frontier and Verizon regarding 911
14 service and the provision of backup power for VoIP service as further discussed below.

15 **A. 911 Service Policies and Practices**

16 The ability to access emergency services by dialing 911 is a vital component of
17 public safety and emergency preparedness. Customers should feel secure when dialing
18 911, that they will be connected to emergency services. The Commission has a strong
19 interest in ensuring that the 911 system is properly functioning.

20 One the most significant concerns about the impact of the transaction on 911
21 service involves the issue of service outages. Service outages are the most common
22 reasons that customers are prevented from properly using the 911 system. Service
23 outages, as a component of service quality, are discussed in other sections of ORA’s
24 Testimony. Service outages for voice and VoIP service are discussed in the Testimony of
25 Ayat Osman and service outages regarding broadband service are discussed in the
26 Testimony of Adam Clark.

27 Aside from service outages, carriers have additional issues specific to 911 to
28 ensure the proper functioning of 911 service. Generally speaking, Frontier has stated that

1 it will utilize Verizon’s 911 system in the acquired service territory. As Frontier stated
2 regarding the impact of the transaction on 911:

3 Frontier understands the vital importance of the 911 network to customers,
4 including the residents of California, and has experience in managing its 911
5 networks. While certain network rearrangements will be required prior to the
6 closing of the Transaction, Frontier will receive a working, reliable network that
7 Verizon has used to provide 911 services to California residents for years.
8 Frontier will have significant resources and will maintain the operations in
9 compliance with the Commission’s rules and federal and state requirements in a
10 manner that is transparent to customers. Furthermore, Frontier is in the early
11 stages of deploying a nationwide next generation E911 network.³⁰

12
13 The Cutover Plan discussed in the chapter above has a number of sections
14 discussing the methods the two companies will utilize to effect the transition of Verizon’s
15 911 system to Frontier’s control. This discussion includes a fairly extensive proposed
16 process for turning over the 911 system.

17 Moreover, Frontier’s Senior Vice President of Network & Engineering also
18 discussed the transition of 911 operations in response to a question about the poor
19 condition of 911 service in Verizon’s service territory from Roberta Croagliotti, who
20 discussed her experience as part of the Orleans Volunteer Fire Department³¹, in a public
21 participation hearing:

22 STATEMENT OF MR. GOLOB: So 911, one of the things I will do here, in first
23 part of August is I will start with the state E911 emergency preparedness center.
24 I have already had conversations with Wes Nieda who runs that organization for
25 the state. And we will assess all the 911 for the state, the routing, all ESAPs we are
26 responsible for. The equipment that they have, and ESAPs, and how we support
27 that equipment going forward. So that is our plan.

28
29 And then the key thing on E911 in the transfer between Verizon and Frontier,
30 making sure that the database, the addresses and all that come across to Frontier
31 correctly. So we have teams that scrub that data that come across and check.

³⁰ See Prepared Direct Testimony of Michael P. Golob, p. 24.

³¹ See July 8, 2015 Orleans, CA Public Participation Hearing Transcript (“PPH Vol.4”), pp. 184:17 to 185:5.

1 Verizon checks on their side, we check on our side to make sure that that address,
2 if you call the ambulance, it goes to the right place.

3
4 So it is a very serious thing. There is a whole special team that we have dedicated
5 that does nothing but E911 service for Frontier.

6
7 MS. CROAGLIOTTI: Appreciate that. I'm afraid that the original database is
8 faulty. So that would be discovered in your process?

9
10 MR. GOLOB: Yes. The idea is to make sure the addresses come across, because
11 we know that addressing services in rural America is not consistent with
12 addressing systems in more populated areas. So we've had to work through those
13 issues to make sure.³²

14
15 As seen in the excerpt of the public participation transcript above, the Orleans
16 public commenter raised a concern that the database used by the 911 system to identify
17 callers and their addresses was faulty. Many public commenters discussed 911 calls
18 where the location of the 911 call was not properly conveyed or even problems even
19 connecting 911 calls.³³ In fact, one 911 from Orleans was misrouted so that emergency
20 services were dispatched to Orland, California, a location almost 200 miles away.³⁴

21 One of the most important aspects of the 911 system is the maintenance of the
22 Automatic Number Identification (ANI) and Automatic Location Identification (ALI)
23 systems. The ANI and ALI systems and databases allow for identification of customer
24 and the caller's location where he/she receive service automatically. In this way,
25 emergency services may be directed to the customer's location even if the caller is unable
26 to state the location during the call. Proper transfer of the ANI and ALI systems is
27 extremely important. Moreover, if current ANI and ALI systems are faulty, they must be
28 corrected.

³² PPH Vol. 4, pp. 186:9 to 187:15.

³³ See July 6, 2015 Garberville, CA Public Participation Hearing ("PPH Vol. 1"), pp. 6:21 to 7:2; July 8, 2015 Wietchpec, CA Public Participation Hearing, pp. 122:28 to 124:2; PPH Vol. 4, pp. 207:19

³⁴ See PPH Vol. 4, pp. 210:2 to 211:22.

1 **B. Conditions Regarding 911 Service**

2 If the Commission is to approve the transaction, it should adopt a condition that
3 requires that the Applicants ensure that the transaction will not impair 911 functionality:

4 Frontier and Verizon will work cooperatively in accordance with standard industry
5 practices to coordinate any transition of 911 functionality or database systems.
6 Both parties will represent and warrant that 911 functionality will not be impaired
7 by the acquisition. No later than 30 days after the transaction is completed, both
8 parties will submit a compliance letter to the Commission representing and
9 warranting that 911 functionality was not impaired and remains fully operational.
10 The compliance letter will provide the results of any validity testing conducted.³⁵

11
12 Given the importance of ANI and ALI functionality to the proper functioning of
13 the 911 system, the Commission should require Frontier test these systems post-
14 transaction to ensure proper number identification and location identification:

15 Within 30 days post-transaction, Frontier will conduct tests to measure the proper
16 functioning of the Automatic Number Identification (ANI) and Automatic
17 Location Identification (ALI) systems in various locations throughout its territory
18 in California and will report on the results of the tests to the Commission.

19 **C. Backup Power Policies and Practices**

20 The policies and practices of telephone service providers in regards to the
21 provision of battery backup for VoIP service impacts public safety and service quality.
22 Consumers of traditional landline telephone service are accustomed to being able to use
23 their landline phones even when their residential electricity service is disconnected. This
24 is because the copper wire network conducts electricity from the local exchange carrier's
25 central office or from a remote terminal to the customer premises equipment (CPE).³⁶
26 However, in the case of VoIP service, if the residential electricity is out, their telephone
27 will also be out of service. When power sources fail, it often is in times of weather-

³⁵ This condition is based on a condition applied by the Public Utility Commission of Oregon regarding Frontier's acquisition of Verizon Northwest, Inc. See Public Utility Commission of Oregon, Order No 10-167, Appendix D at p. 4, available at <apps.puc.state.or.us/orders/2010ords/10-067.pdf>.

³⁶ See FCC, *Notice of Proposed Rulemaking, In the Matter of Ensuring Customer Premises Equipment Backup Power for Continuity of Communications* ("Backup Power NPRM") Released Nov. 25, 2014, at ¶3.

1 related or manmade disasters – the very same time that consumers are most likely to need
2 to call 911, communicate with others and receive incoming emergency notifications (like
3 evacuation orders.³⁷ Thus, ensuring that customers have backup power for their VoIP
4 communications for when their residential electricity fails is a significant public safety
5 issue. Additionally, VoIP customers should be aware of the need for backup power for
6 VoIP service, as they may believe that their telephone will work without electricity due to
7 their experience with traditional landline service.

8 As telephone service providers increasingly provide consumers with VoIP service,
9 it is important that they have policies and practices to address situations where a
10 resident’s electricity service is disconnected, so that the consumer may still be able to
11 place calls. From the beginning of 2010 through the end of 2014, Verizon California’s
12 traditional residential landline customers decreased from<<BEGIN
13 CONFIDENTIAL>> [REDACTED] <<END CONFIDENTIAL>>,
14 while its VoIP customers increased from <<BEGIN CONFIDENTIAL>> [REDACTED]
15 [REDACTED] <<END CONFIDENTIAL>>³⁸

16 The Federal Communications Commission (“FCC”) is currently formulating rules
17 to help ensure continuity of telecommunications service when residential electricity
18 service fails.³⁹ The FCC has already proposed some standards for backup power, while
19 some standards are not yet proposed. None of the backup power standards are finalized
20 yet. However, parties commenting in the FCC Backup Power rulemaking have identified
21 a number of practices and policies regarding backup power for VoIP services that would
22 contribute to public safety. For example, the California Public Utilities Commission
23 (“the Commission”) identified many policies and practices conducive to public safety in

³⁷ See Backup Power NPRM at ¶3.

³⁸ This information provided in Verizon Response to ORA 2nd DR, No. Q.2-16, and in confidential attachment ORA_VZ1.16_Attachment 1_A1503005VZ_20085_CONFIDENTIAL.xlsx, included in Exhibit C.

³⁹ See Backup Power NPRM.

1 comments filed in the FCC Backup Power rulemaking.⁴⁰ ORA has relied on the
2 Commission’s proposals in the FCC Backup Power rulemaking to inform all of its
3 recommendations here. The Commission should not approve the transition of Verizon’s
4 substantial VoIP consumers to Frontier unless it ensures that the backup power policies in
5 effect after any transition provide for public safety.

6 Frontier does not offer residential VoIP service in California. Thus, it has not
7 developed extensive practices and policies regarding the provision of backup power for
8 VoIP customers. However, Frontier does provide battery backup service for its
9 broadband services.⁴¹ Frontier’s policies and practices regarding battery backup service
10 for broadband may be valuable in developing backup power policies for VoIP. Frontier
11 could also adopt Verizon’s practices and policies regarding backup power for VoIP.
12 However, in some instances, Verizon’s practices and policies may not be sufficient in
13 ensuring public safety and ORA will suggest conditions for improvement.

14 **D. The Provision of Backup Batteries at no Additional**
15 **Charge at Initiation of VoIP Service.**

16 A fundamental standard that the FCC proposes and the Commission recommends
17 is that service providers, as opposed to the customer, should assume the responsibility of
18 providing VoIP customers with backup power to sustain their telephone service.⁴² The
19 FCC proposes and the Commission recommends that backup power be allocated for at
20 least eight hours of standby time. The eight hours is “standby time,” not “talk time,”
21 meaning that the battery will provide power for at least eight hours, although the batteries
22 may drain in less than eight hours if the telephone is actually used to place or answer
23 calls, which drains the battery more quickly. The recommendation of at least eight hours
24 of standby time was determined by a study conducted by the Commission, which

⁴⁰ See Comments of the California Public Utilities Commission (“CPUC Backup Power Comments”) at p. 5, filed Feb. 26, 2015 in the Backup Power NPRM, available in the FCC’s Backup Power NPRM, PS Docket No. 14-174.

⁴¹ See Frontier Response to ORA 2nd DR, No. Q. 2-44 & 2-45, included in Exhibit C.

⁴² See Backup Power NPRM at ¶35, CPUC Backup Power Comments at p. 3.

1 conducted a cost-benefit analysis.⁴³ The Commission recommends that when VoIP
2 service is first initiated, carriers should provide consumers a backup battery at no
3 additional cost, unless the customer uses customer premises equipment (CPE) purchased
4 from a vendor other than the voice service provider.⁴⁴

5 Verizon provides a backup battery to Verizon Fiber to the Premise voice
6 customers at no additional charge to customers. However, for Verizon FiOS Digital
7 Voice customers, while Verizon's CPE includes a battery backup unit, Verizon does not
8 provide customers with the actual battery needed to power the unit. FiOS Digital Voice
9 customers are able to purchase the battery for \$39.99 plus tax and shipping or are
10 responsible for acquiring their own commercially available standard 12-volt 7.2Ah
11 rechargeable battery.⁴⁵ Verizon also does not take the responsibility of installing the
12 battery.

13 Verizon's policies and practices regarding battery backup for FiOS Digital Voice
14 customers fall short of the FCC's and the Commission's recommended standard that the
15 service provider be responsible for installation of the battery backup for VoIP service at
16 no additional charge to customers. In an *ex parte* communications to the FCC in the
17 Backup Power NPRM proceeding, Verizon expressed that an
18 increasing number of customers found they did not need a battery back-up solution
19 at all, given their increased reliance on their wireless phones in the event of a
20 commercial power outage or use of cordless telephone handsets in their home that
21 also require power to operate.⁴⁶

⁴³ See California Public Utilities Commission, Reliability Standards for Telecommunications Emergency Backup Power Systems and Emergency Notification Systems, Final Analysis Report ("CPUC Backup Power Report"), May 9, 2008, pp. 36-41. The study determined that the number of customers affected by power outages lasting more than 8 hours ranges from 1% to 9.1%, with an average of 3.9%. Adopting a greater standard above 8 hours increases costs relative to the extra security provided, though subsequent battery technology improvements may change the cost/benefit analysis. The CPUC study is now relatively dated; an updated cost benefit analysis using latest battery technology could change the recommendation for 8 hours of standby time.

⁴⁴ See CPUC Backup Power Comments at p. 5.

⁴⁵ See Verizon Response to ORA 2nd DR, No. Q. 2-48, included in Exhibit C.

⁴⁶ See May 22, 2015 *ex parte* letter re "Ensuring Customer Premises Equipment Backup Power for Continuity of Communications, PS Docket No. 14-174; Technology Transition, GN Docket No. 13-5" filed in the Backup Power NPRM.

1
2 Given these reasons, Verizon has increasingly offered a backup battery system where the
3 customers are responsible for supplying their own widely available D-cell or 12-volt
4 batteries.

5 Verizon uses it's the explanation that customers no longer feel they need backup
6 batter power to justify its decision to not provide installed backup batteries at the
7 initiation of VoIP service. The Commission does not agree with Verizon's assessment,
8 recommending to the FCC that, in the interest of public safety, a VoIP provider must
9 supply a backup battery at no additional cost as part of the initiation of any VoIP service.
10 The Commission also proposes allowing customers the option of opting out and not
11 receiving the free backup batter. If the Commission approves this transaction, it should
12 require, as a condition of approval, that Frontier adopt the policy for FiOS Digital Voice
13 customers to offer at the initiation of service, free of charge, the installation of a battery
14 into the battery backup unit. This condition will be discussed more fully below.

15 As mentioned above, Frontier does not have residential VoIP service, but for its
16 broadband service, Frontier provides for the installation of the backup battery at no
17 additional charge to customers.⁴⁷

18 All of the battery backup systems utilized by both Frontier and Verizon provide at
19 least eight hours of standby time, meeting the technical standard recommended by the
20 Commission.

21 **E. Additional Policies and Practices Regarding the**
22 **Provision of Battery Backup for VoIP Service.**

23 In the FCC's proceeding, the Commission recommends, based on the
24 Communications Security, Reliability and Interoperability Council's (CSRIC) Best
25 Practice that the battery backup device should have

26 a mechanism to monitor battery status and determine whether the battery is
27 degraded. This can be done through remote monitoring of batteries as part of the
28 service offered to consumers or through LEDs visible to consumers.⁴⁸

⁴⁷ See Frontier Response to ORA 2nd DR, No. Q. 2-46, included in Exhibit C.

1
2 Verizon utilizes battery backup systems for its VoIP service that have lights located on
3 the battery and/or audible beeps that indicate battery degradation.⁴⁹ Verizon does not
4 offer remote monitoring of their backup batteries for VoIP service.

5 The Commission recommends that VoIP carriers provide customers with
6 replacement batteries at reasonable cost.⁵⁰ Batteries offered at the cost of provisioning
7 them, without significant markup, should be considered “reasonable cost.” Frontier
8 makes backup battery replacements (for its broadband service) available to customers for
9 \$25.00.⁵¹ Verizon Fiber To The Premise voice customers may replace the batteries in
10 their backup unit with widely available 12-volt or D Cell batteries or may contact
11 Verizon to purchase the batteries. FiOS Digital Voice customers may purchase a backup
12 battery for \$39.99 plus tax and shipping or replace the batteries from retail stores.⁵²

13 The Commission recommends that VoIP service providers utilize backup batteries
14 that allow for replacement by the customer with reasonable availability in commercial
15 retail outlets. For Verizon Fiber To The Premise customers, Verizon utilizes a backup
16 battery unit, with batteries that may be replaced via widely commercially available
17 batteries, either 12-volt or D Cell batteries. For FiOS Digital Voice customers, Verizon’s
18 backup unit uses rechargeable 12-volt 7.2Ah batteries, which are also available widely.

19 Some customers may be unable to perform the battery inspection or replacement
20 of deficient batteries on their own, due to disability, lack of technical proficiency, or
21 disinterest. Thus, the Commission recommends that customers be provided the option of

(continued from previous page)

⁴⁸ See CPUC Backup Power Comments, p. 5, citing CSRIC Working Group 10B Final Report – CPE Powering, New Best Practices No.14, September 2014. The CSRIC’s mission is to provide recommendations to the FCC to ensure, among other things, optimal security and reliability of communications systems, including telecommunications, media, and public safety.

⁴⁹ See Verizon Response to ORA 2nd DR, No. Q. 2-47, and attachment ORA_VZ2.47_Attachment 2.pdf, included in Exhibit C.

⁵⁰ See CPUC Backup Power Comments, p. 6.

⁵¹ See Frontier Response to ORA 2nd DR, No. Q. 2-47, included in Exhibit C.

⁵² See Verizon Response to ORA 2nd DR, No. Q. 2-48, included in Exhibit C.

1 battery backup power maintenance services at cost to ensure battery backup is
2 functional.⁵³ This should be an optional service, so that customers who feel that they
3 may be able to monitor, replace and install backup batteries on their own may avoid
4 payment for this.

5 Frontier does not offer the option of a battery backup maintenance program.
6 Verizon does offer a program of equipment replacement that includes the backup battery.
7 However, this program does not include monitoring of the battery, meaning that the
8 customer would be responsible for monitoring of the battery to ensure that it is
9 maintained. Verizon's equipment replacement program only covers the cost of
10 replacement and installation of the equipment, not monitoring.

11 The Commission should consider if an optional battery backup maintenance
12 service should be offered. Such a service may be costly, however, as it would require
13 either the use of a battery backup system that may be monitored by the VoIP provider
14 remotely, or some other way of monitoring that the battery remains in service.

15 **F. Education of Customers Regarding Backup Power for**
16 **VoIP Services.**

17 The Commission adopted rules in Decision 10-01-026 requiring VoIP providers,
18 as well as those using other technologies needing backup power on the customer's
19 premises, to educate customers about the need for backup power when their electricity
20 service fails. D.10-01-026 requires that this education occur upon service initiation and
21 annually thereafter. The elements of the education program required by the CPUC are
22 included in Attachment A.

23 Given Frontier's lack of VoIP service offerings, Frontier has not developed media
24 to educate its consumers about the needs for backup power in compliance with D.10-01-
25 026. Verizon's education media is fairly extensive, on the other hand. If the transaction
26 is approved, Frontier should ensure that it fully complies with the requirements of D.10-
27 01-026 regarding its newly acquired VoIP customers. Moreover, the Commission should

⁵³ See CPUC Backup Power Comments at p. 4.

1 have a metric to measure the effectiveness of the customer education of backup power for
2 VoIP services. The customer satisfaction survey discussed in the Testimony of Ayat
3 Osman may be used to also measure the effectiveness of customer education on backup
4 power for VoIP services.

5 **G. ORA Is Gathering Information About Backup Power**
6 **for Remote Terminals and Reserves the Right to**
7 **Offer Supplemental Testimony on this Subject.**

8 An issue related to the issue of backup power for VoIP services is the issue of
9 backup power for remote terminals. This issue affects not only the viability of VoIP
10 services during a power outage, but the viability of all telephone service. As discussed
11 above, for traditional landline service, even when a customer is experiencing a power
12 outage, their telephone service will still work, as the power will be supplied from the
13 carrier's central office or from the carrier's remote terminals. If the carrier is also
14 experiencing a power outage at the central office, the carrier will generally have backup
15 generators and/or batteries available that will be utilized as soon as they are needed.
16 However, in many cases, the viability of telephone service depends on remote
17 terminals.⁵⁴ Many remote terminals may have inadequate sources of backup power –
18 either generators or batteries.

19 The inadequacy of the backup power available at remote terminals was raised at a
20 number of the public participation hearings and workshops that were recently conducted
21 in this proceeding.⁵⁵ Communications Division posed a data request to Verizon asking
22 for an assessment of the backup power available to all of Verizon's central offices and
23 remote terminals, but a response is not due until July 29, 2015. The data response may
24 reveal significant issues. Thus, ORA seeks to reserve the right to file Supplemental
25 Testimony in September regarding this and any other issues relevant to this proceeding.

⁵⁴ See CPUC Backup Power Report, pp. 54-56.

⁵⁵ See PPH Vol. 1, pp. 17:20 to 18:12; July 6, 2015 Garberville, CA Workshop ("WS Vol. 1"), pp. 10:19 to 11:20; July 8, 2015 Orleans, CA Workshop ("WS Vol. 4"), pp. 117:20 to 118:27.

1 **H. Conditions Regarding Backup Power for Customer**
2 **Premises Equipment.**

3 If the Commission approves this transaction, it should require backup power for
4 VoIP service that contributes to public safety. Currently, Verizon California falls short of
5 policies that the Commission recommends, in that it does not provide batteries at no
6 additional cost for all VoIP installations. ORA recommends the following conditions:-

7 Starting no later than 180 days following the effective date of the transaction,
8 Frontier shall (a) supply backup batteries with minimum standby times of 8 hours
9 at no cost as part of any new installation of VoIP telephones, (b) fully implement
10 the guidelines for customer education programs regarding backup power systems
11 adopted by this Commission in Decision (D.) 10-01-026, and (c) offer to sell
12 backup batteries at cost to any present or future customer of the new company.
13

14 The education of VoIP customers regarding the need for backup power is an
15 important issue, as reflected by the Commission’s requirements in D.10-01-026. The
16 Commission should require specific conditions regarding the education of customers on
17 backup power for VoIP services, pursuant to D.10-01-02. Given the extensive service
18 territory of Verizon California, it is appropriate to require customer education in a wide
19 range of languages. ORA’s recommendation is:

20 Frontier shall advise all customers of the merged companies of the necessity for
21 using backup batteries in connection with a VoIP-based telephone system and the
22 risks associated with power outages. Such information shall be made available in
23 Chinese, Japanese, Korean, Spanish, Tagalog and Vietnamese language versions,
24 as well as large print and Braille versions for visually impaired customers, and
25 shall be communicated to all customers of the company no later than 180 days
26 following the effective date of the transaction. Frontier shall work with staff of the
27 Commission’s Communications Division to develop the form and language of
28 such notices.
29

30 The Commission should assess the effectiveness of the customer education
31 provided to customers and should ensure that Frontier designs an effective customer
32 education program. A measurement of customer understanding will incent Frontier to
33 design and employ an effective customer education program, and not just simply provide
34 notices in order to meet a regulatory requirement. The customer satisfaction survey

1 discussed in ORA's testimony may include questions designed to measure customer
2 understanding of the issue of backup power for VoIP service:

3 The customer satisfaction survey discussed in ORA's testimony will also be used
4 to assess VoIP customers' understanding of the need for backup power for VoIP
5 telephone service. The survey recommendation will include a series of questions
6 for VoIP customers to measure their understanding that VoIP telephone service
7 will not work during a power outage without backup power. The survey will also
8 measure customer understanding of the limitations of the battery: the need to
9 ensure the battery has not degraded, the limitations of standby time and talk time,
10 etc.
11

1 **Attachment A - Statement of Qualifications of Enrique Gallardo**

2 Enrique Gallardo received a Bachelors of Arts in Sociology in 1991 from the University
3 of California at Berkeley. Mr. Gallardo received a Juris Doctor degree in 1997 from the
4 University of California at Berkeley (Boalt Hall) School of Law. From 2001 to 2008,
5 Mr. Gallardo was Staff Attorney with Latino Issues Forum. His work there involved
6 participating in California Public Utilities Commission proceedings involving
7 telecommunications and low income programs, including performing analysis of
8 telecommunications policies and low-income programs. From 2010 to 2014, Mr.
9 Gallardo was Legal Counsel with the Greenlining Institute. At the Greenlining Institute,
10 Mr. Gallardo participated in California Public Utilities Commission proceedings
11 involving telecommunications and energy. His work included policy and program
12 analysis, drafting and sponsoring testimony and drafting comments and briefs. Mr.
13 Gallardo was hired as a Public Utilities Regulatory Analyst with the Office of Ratepayer
14 Advocates, Communications and Water Policy Branch, in April 2015.